Execution Copy

ASSET PURCHASE AGREEMENT

by and among

THE FRESH ICE CREAM COMPANY LLC,
a Delaware limited liability corporation

and

DGI VENTURES, INC.,
a Delaware corporation

Dated as of April 18, 2017

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ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement"), made as of April 18, 2017, by and among THE FRESH ICE CREAM COMPANY LLC, a Delaware limited liability corporation (the "Seller") and DGI VENTURES, INC., a Delaware corporation (the "Purchaser").

W I T N E S S E T H:

WHEREAS, Seller is engaged in the business of developing, producing, manufacturing, marketing, distributing and selling ice cream, non-dairy frozen dessert and other frozen dessert-related products (the "Business");

WHEREAS, the Seller is currently in Chapter 11 bankruptcy, which case is pending in the Eastern District of New York, Brooklyn Division ("Bankruptcy Court"), bearing Case No. 17-40716(ess) ("Bankruptcy Case") and is a debtor-in-possession pursuant to 11 U.S.C. Section 1107 and 1108; and

WHEREAS, Purchaser desires to purchase the Seller's Business by acquiring substantially all of its assets free and clear of all liens, claims, encumbrances and interests of any kind pursuant to 11 U.S.C. §363(b), (f) and (m), subject to higher and better offers, and Seller desires to sell such Business to Purchaser, all upon the terms and conditions set forth in this Agreement; and

WHEREAS, this Agreement is subject to the approval of the Bankruptcy Court.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and for the benefits to be derived from the consummation of the transactions contemplated hereby, the parties agree as follows:

1. **Purchase and Sale of Assets**.

1.1 Subject to the terms and conditions, based upon the representations and warranties hereinafter set forth and except as otherwise provided herein, Purchaser agrees to purchase, accept and pay for, and Seller agrees to sell and assign to Purchaser at the Closing (as hereinafter defined), all of the assets of the Seller of any kind, tangible and intangible, and wherever located, including without limitation, (i) any or all inventories of finished goods, ingredients, and packaging materials on hand at Closing (collectively, "Inventory") as set forth on Schedule 1.1(i); (ii) all storage or manufacturing equipment as set forth on Schedule 1.1(ii); (iii) customer contracts, relationships and lists as set forth in Schedule 1.1(iii); (iv) contracts with suppliers, distributors and co-packers as set forth on Schedule 1.1(iv) ("Operating Contracts"); (v) all of the Seller's Intellectual Property and Confidential Information (as hereinafter defined), including but not limited to the Intellectual Property and Confidential Information set forth on Schedule 1.1(v); and (vi) all right, title and interest in any or all unfilled purchase orders pending at the Closing that were entered into in the ordinary course of business, as set forth on Schedule 1.1(vi) (collectively, the "Assets").

(a) For purposes of this Agreement, "*Confidential Information*" shall mean all non-public information, which may include without limitation: trade secrets, ideas, samples, plans, strategies, research, experimental work, development work, designs, prototypes, inventions, specifications, slogans, descriptions, sayings, mottos, position concepts and statements, mission concepts and statements, tag lines, names, media, formulas, formulations, ingredient combinations, flavors, flavor combinations, flavor types and profiles, flavor-making techniques and methods, including without limitation any of the foregoing and their like related to any current, future, or proposed products, brands, sub-brands, co-brands, campaigns, line extensions, parlors or retail stores or any other goods or services or any manner of executing, delivering, commercializing, exploiting or advertising the same.

(b) For purposes of this Agreement, "*Intellectual Property*" shall mean intellectual property owned by and/or assigned to Seller, including but not limited to any state or federal trademarks and all common law rights and goodwill associated with the trademarks, all inventions, whether patentable or not, ideas, know-how, data, Confidential Information, copyrights, patents, trade secrets, trademarks, logos, domain names, designs, license rights, GS1/U.P.C. Company prefix number, any registrations or applications relating to any of the foregoing, and any other rights of a similar nature or character whether now existing or hereafter created, developed, arising, or otherwise coming into being, in any jurisdiction.

1.2 The Assets shall not include (i) cash and cash equivalents; (ii) accounts receivable; (iii) the Purchase Price; (iv) any causes of action which the Seller may have against third parties, related and unrelated to the Bankruptcy Case; (v) corporate books and records of the Seller; (vi) the Operating Contracts listed on Schedule 1.2(vi); (vii) any Inventory listed on Schedule 1.2(vii); or (viii) any unfilled purchase orders listed in Schedule 1.2(viii) (collectively, the "Excluded Assets").

1.3 Purchaser shall have the right to inspect all Inventory set forth on Schedule 1.1(i) as of the date hereof (the "Existing Inventory") and all purchase orders and reject any or all Existing Inventory or purchase orders in its sole discretion.

1.4 No later than ten (10) business days prior to Auction, Seller shall provide a list on Schedule 2.3(i) of all Inventory purchased after the date hereof (the "New Inventory"). Purchaser shall have the right to inspect all New Inventory and reject any or all New Inventory which it deems, in its reasonable discretion, defective or unsaleable, or without an acceptable remaining shelf life. All accepted New Inventory shall be reflected in Schedule 2.3(i), and all rejected New Inventory shall be reflected in Schedule 2.3(ii).

1.5 Purchaser shall designate in writing, no later than five (5) business days prior to the Auction, which Inventory (including Existing Inventory and New Inventory) and purchase orders it intends to assume, which shall be reflected in an amended Schedule 1.1(i) and Schedule 1.1(vi), respectively, and the Inventory and purchase orders not assumed by Purchaser shall be reflected in Schedule 1.2(vii) and Schedule 1.2(viii), respectively.

1.6 On the business day prior to the Closing Date (as hereinafter defined), Seller shall provide Purchaser with (x) an updated Schedule 1.1(i) and Schedule 1.2(vii), which shall collectively reflect the Inventory levels (including Existing Inventory and New Inventory) on that date; (y) an updated Schedule 1.1(vi) and Schedule 1.2(viii) to reflect unfilled purchase orders pending as of the date thereof; and (z) an updated Schedule 2.3(i) and Schedule 2.3(ii) to reflect all New Inventory existing on that date together with the value of such inventory; provided, that Purchaser shall continue to have the right to inspect and reject any or all Existing Inventory, New Inventory and purchase orders in accordance with Sections 1.3 and 1.4.

1.7 The Assets are being conveyed AS-IS, WHERE-IS, without any representations, warranties or conditions of any kind, except as expressly provided in Section 4.

2. **Purchase Price**. The purchase price for the Assets shall be One Million Dollars ($1,000,000.00), subject to adjustment pursuant to Section 2.3 below (as adjusted, the "Purchase Price").

2.1 ***Deposit.*** Purchaser shall pay to Seller a contract deposit in the amount of $100,000.00 (the "Deposit") upon execution of this Agreement. The Deposit shall be non-refundable except as otherwise set forth herein and shall be held by Seller's counsel in escrow until entry of the Sale Procedures Order (defined below) at which time it may be used by the Seller for the purchase of new finished inventory of ice cream pints and materials, including ingredients and packaging used to produce such new finished inventory. The Purchaser shall be entitled to an allowed administrative expense claim in the Bankruptcy Case in the amount of the Deposit until such time as it is applied to the Purchase Price at Closing or returned pursuant to Section 8.

2.2 ***Balance.*** The balance of the Purchase Price, after crediting the full amount of the initial Deposit and any adjustments pursuant to Section 2.3, shall be due and payable, by bank or cashier's check or wire transfer, at Closing.

2.3 ***Adjustment for Inventory.*** If the value of the New Inventory set forth on Schedule 2.3(i) provided pursuant to Section 1.6 is less than $100,000, Purchaser shall receive a dollar for dollar credit to the Purchase Price in its favor.

2.4 *Assumption of Liabilities*. **THE PURCHASER SHALL NOT ASSUME OR BE DEEMED TO HAVE ASSUMED OR IN ANY WAY HAVE ANY RESPONSIBILITY FOR ANY DEBT, OBLIGATION, CLAIM OR LIABILITY OF SELLER WHATSOEVER, INCLUDING ANY DEBT, OBLIGATION, CLAIM OR LIABILITY RELATING TO THE ASSETS OR THE BUSINESS ARISING FROM OR RELATED TO EVENTS, ACTS OR OMISSIONS PRIOR TO THE CLOSING DATE.**

3. **Closing**. Subject to the conditions precedent set forth herein, the closing hereunder (the "Closing") shall take place at the offices of Seller's counsel no later than ten (10) days after entry of the Sale Approval Order (defined below) (assuming the waiver by the Bankruptcy Court of the 14-day stay, otherwise the closing shall be fifteen (15) days after the entry of the Sale Approval Order), unless otherwise agreed by the parties in writing (the "Closing Date"). The foregoing notwithstanding, in the event that the Closing has not occurred by June 30, 2017 and the parties have not mutually agreed to an extension of such deadline in writing, either party shall have the right to terminate this Agreement by serving written notice pursuant to Section 8 herein.

4. **Representations and Warranties of Seller**. The Seller represents and warrants to the Purchaser as follows, as of the date hereof and as of the Closing Date:

4.1 ***Organization and Existence of the Seller***. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, and has the power to carry on its business in the manner and at such locations as that business is currently being conducted. The Seller does not have any subsidiaries, nor does it own or have any direct or indirect interest in or control over any corporation, partnership, limited liability company, joint venture or other entity of any kind.

4.2 ***Authorization of Transaction.*** Subject to the approval of the Bankruptcy Court, the Seller has full power and authority to execute and deliver this Agreement and each of the documents contemplated hereby (together with this Agreement, the "Operative Documents") and to perform its obligations hereunder and thereunder. Seller has taken such action as may be necessary for Seller to execute, deliver and perform each such Operative Document.

4.3 ***Binding Obligations.*** Subject to the approval of the Bankruptcy Court, this Agreement constitutes, and upon execution by the Seller each other Operative Document will constitute, the valid and legally binding obligations of Seller, enforceable in accordance with their respective terms.

4.4 ***No Violation.*** Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereunder will (i) violate any statute, regulation, injunction, judgment, order, decree or ruling to which the Seller is subject, nor will it require the authorization or approval of, or the filing of any notice with any governmental agency or authority; or (ii) result in a violation or breach of any term or provision of, or require consent or constitute a default under, the Seller's operating agreement or any contract or agreement to which the Seller is a party or by which it is bound; or (iii) result in any lien, encumbrance or other charge upon any of the Assets.

4.5 ***Brokers.*** The Seller has not employed any broker, finder or agent, nor has Seller otherwise dealt with or become in any way obligated for any consultant's, broker's, finder's, agent's or similar fee with respect to the transactions contemplated by this Agreement.

4.6 ***Trade Names and Other Intellectual Property.***

(a) Schedule 1.1(v) sets forth a true and complete list of all registered trademarks, patents, domain names, flavors and formulas used in the Business. Seller is the exclusive owner of, or is licensed to use, all Intellectual Property. Seller's rights in all such Intellectual Property are freely transferable. There are no claims, complaints, notices or demands of any other person pertaining to any of such Intellectual Property. No proceedings have been instituted, or are pending or to the knowledge of Seller threatened, which challenge the rights of Seller in respect thereof.

(b) Seller has not granted any licenses or other rights to others in Intellectual Property owned or licensed by Seller. To the knowledge of Seller, no other person is infringing on the rights of Seller in any of its Intellectual Property.

(c) To the Seller's knowledge, the present and contemplated business, activities and products of Seller do not infringe any Intellectual Property of any other person. No proceeding charging Seller with infringement of any adversely held Intellectual Property has been filed or, to Seller's knowledge, is threatened to be filed.

4.7 ***Customers and Operating Contracts***. Seller has no oral or written agreements with any customers. Other than the contract listed in Schedule 1.2(vi), Seller has no oral or written agreements with any suppliers, distributors or co-packers. Seller has provided to Purchaser a complete and accurate list of all customer relationships and lists, suppliers, distributors and co-packers.

4.8 ***Inventory***. Schedules 1.1(i) and 1.2(vii) collectively set forth a true, correct and complete list of the Inventory levels and Debtor's actual cost therefore. Schedule 2.3 sets forth a true, correct and complete list of the New Inventory.

4.9 ***Purchase Orders.*** Schedules 1.1(vi) and 1.2(viii) collectively set forth a true, correct and complete list of unfilled purchase orders pending as of such date.

5. **Representations and Warranties by Purchaser**. Purchaser represents and warrants to the Seller as follows, as of the date hereof and as of the Closing Date:

5.1 ***Organization and Existence***. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has the power to own its property and to carry on its business as it is currently being conducted.

5.2 ***Authorization of Transaction***. The Purchaser has full power and authority to execute and deliver this Agreement and each of the other Operative Documents, and to perform its obligations hereunder and thereunder. The Purchaser has taken such action, including obtaining approval by its Board of Directors, as may be necessary for the Purchaser to execute, deliver and perform each such Operative Document.

5.3 ***Binding Obligations***. This Agreement constitutes, and upon execution each other Operative Document will constitute, the valid and legally binding obligations of Purchaser, enforceable in accordance with their respective terms.

5.4 ***No Violation.*** Neither the execution nor delivery of this Agreement nor the consummation of the transactions contemplated hereunder will result in a violation or breach of any term or provision of, or constitute a default under, the Purchaser's Certificate of Incorporation or Bylaws or any contract or agreement to which Purchaser is a party or to which Purchaser is subject.

5.5 ***Brokers.*** The Purchaser has not employed any broker, finder or agent, nor has Purchaser otherwise dealt with or become in any way obligated for any consultant's, broker's, finder's, agent's or similar fee with respect to the transactions contemplated by this Agreement.

5.6 ***Condition of Property***. Purchaser expressly acknowledges that, except as expressly set forth in this Agreement and/or in any documents and/or instruments executed and/or delivered by or on behalf of Seller in connection with this Agreement (the "Express Representations"), neither Seller, nor any person acting on behalf of Seller, nor any person or entity which prepared or provided any of the materials reviewed by Purchaser in conducting its due diligence, nor any direct or indirect officer, director, partner, member, shareholder, employee, agent, representative, accountant, advisor, attorney, principal, affiliate, consultant, contractor, successor or assign of any of the foregoing parties (Seller, and all of the other parties described in the preceding portions of this sentence (other than Purchaser) shall be referred to herein collectively as the "Exculpated Parties") has made or shall be deemed to have made any oral or written representations or warranties, whether expressed or implied, by operation of law or otherwise. Purchaser is acquiring the Assets based solely on its own independent investigation and inspection of the property and not in reliance on any information provided by Seller, or any of the other Exculpated Parties, except for the representations expressly set forth herein.

6. **Conditions to Closing.**

6.1 Purchaser's obligation to purchase the Assets is expressly conditioned upon:

(a) *Seller's Representations*. Seller's representations and warranties set forth in this Agreement being true and accurate in all material respects on the Closing Date, as if made on such date.

(b) *Performance by Seller*. Seller shall have performed all of the covenants, agreements and obligations and complied with all conditions which are required to be performed or complied with by Seller prior to the Closing.

(c) *Bankruptcy Court Approval*. Entry of a Sale Approval Order by the Bankruptcy Court which is final and non-appealable.

(d) *Employment Agreement with David Stein.* Execution of an employment agreement between Seller's Manager, David Stein, and the Purchaser, on terms and conditions which are acceptable to both parties.

(e) *Material Adverse Change*. From the date of this Agreement, there has been no material adverse change in any of the Assets, individually or in the aggregate, including but not limited to any adverse change in Seller's brand equity or customer relationships.

(f) *Delivery of Intellectual Property.* Seller shall deliver all Intellectual Property and Confidential Information including all documentation necessary to effectuate the transfer of all associated registrations.

(g) *Delivery of Purchase Orders*. Seller shall deliver copies of all unfilled pending purchase orders.

(h) *Supply Agreements*. Purchaser shall have secured all supply or license agreements necessary to run the Business following Closing.

6.2 Seller's obligation to sell the Assets is expressly conditioned upon:

(a) *Purchaser's Representations.* Purchaser's representations and warranties set forth in this Agreement being true and accurate in all material respects on the Closing Date, as if made on such date;

(b) *Performance by Purchaser*. Purchaser shall have performed all of the covenants, agreements and obligations and complied with all conditions which are required to be performed or complied with by Purchaser prior to the Closing;

(c) *Payment of Purchase Price*. Payment of the Purchase Price by Purchaser at Closing by cash or certified check or immediately available funds by wire transfer or a combination thereof; and

(d) *Bankruptcy Court Approval.* Entry of Sale Approval Order by the Bankruptcy Court which has become final and non-appealable.

7. **Bankruptcy Court Procedure**

7.1 ***Sale Motion***. On or before three (3) business days after the date of execution and delivery of this Agreement, Seller shall file with the Bankruptcy Court a motion ("Sale Motion") (including all supporting papers, proposed bidding procedures (the "Bid Procedures"), and notices), in a form and substance reasonably satisfactory to the Purchaser, seeking an order (the "Sale Procedures Order") approving this Agreement and the notice and procedure for a public auction ("Auction") and sale of the Assets.

7.2 ***Sale Approval Order***. The Seller shall use its best efforts to schedule the Auction thirty (30) days, but in no event more than forty-five (45) days, after entry of the Sale Procedures Order and shall seek entry of an Order approving the results of the Auction ("Sale Approval Order") no more than five (5) business days after the Auction, or as soon thereafter as the Court's calendar will reasonably allow.

7.3 ***Bid Procedures.*** The Bid Procedures shall provide, among other things, that, in order to participate in the Auction, each prospective bidder must previously have delivered to Seller proof of financial wherewithal to consummate the transaction. Upon such demonstration and compliance with all other terms and conditions set forth in this Agreement and the Sale Procedures Order for a prospective bidder, Seller, in its reasonable business judgment, shall determine whether such persons qualify as a bidder (a "Qualified Bidder"). Purchaser shall constitute a Qualified Bidder for all purposes. Seller further agrees that the terms and conditions of the Auction, as proposed in the Sale Motion, shall require, inter alia, (i) that the Qualified Bidder offers to purchase the Property upon the terms and conditions substantially similar to or better than those set forth in this Agreement (including, without limitation, by requiring the Qualified Bidder to deposit in escrow with the Seller's counsel on or prior to the date of the Auction, an amount equal to ten percent (10%) of its initial bid), (ii) that such offer not be conditioned on obtaining financing or the outcome of unperformed due diligence by the Qualified Bidder, (iii) that such offer is not conditioned upon the Bankruptcy Court's approval of any bid protections, such as break-up fees, termination fees, expense reimbursement, or similar type of payment, (iv) is accompanied by a copy of this Agreement marked to show any amendments and modifications thereto, (v) that the initial higher and better offer for the Property be at least $200,000 higher than the Purchase Price set forth in this Agreement which amount consists of (1) a termination fee in the amount of (x) $30,000, plus (y) reimbursement of actual and verifiable expenses incurred by Purchaser up to $30,000 (the sum of (x) and (y), the "Termination Fee"), (2) an initial overbid amount of $100,000 which overbid amount is sufficient to repay Purchaser for the Deposit, and (3) a net benefit to the Seller's bankruptcy estate in the amount of $40,000, and that subsequent higher and better offers be in increments of not less than $20,000 (such initial and subsequent higher and better offers, each a "Qualified Competing Bid") . For the avoidance of doubt, Purchaser shall not be subject to the minimum bidding increment insofar as it does not need to submit a competing bid that is a greater amount than a Qualified Competing Bid. Instead, Purchaser shall be permitted to match any Qualified Competing Bid with Purchaser's bid still being deemed higher than the Qualified Competing Bid by virtue of the higher net benefit to the estate than in the event of an Alternative Transaction (i.e. due to the estate's incurrence of the cost of the Termination Fee). At Auction, the Seller shall designate both the highest and best bidder as well as a second highest and best bidder ("Back-Up Bidder"). In the event a Qualified Competing Bid is approved by the Bankruptcy Court (an "Alternative Transaction"), upon closing of such Alternative Transaction, Seller shall pay from closing proceeds to Purchaser, (a) return of the full amount of Purchaser's initial Deposit and (b) the Termination Fee, upon which Purchaser shall have no other claims against the Seller or the Assets.

8. **Termination**.

8.1 ***Termination of Agreement***. This Agreement may be terminated as provided below:

(a) Purchaser and Seller may terminate this Agreement by mutual written consent at any time prior to the Closing;

(b) Purchaser may terminate this Agreement by giving written notice to Seller at any time prior to the Closing (i) in the event Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, or (ii) in the event the Bankruptcy Court rejects the Sale Motion or the motion requesting entry of the Sale Approval Order;

(c) Seller may terminate this Agreement by giving written notice to Purchaser at any time prior to the Closing in the event Purchaser has breached any representation, warranty or covenant contained in this Agreement in any material respect;

(d) Either party may terminate this Agreement if the Closing shall not have occurred on or before June 30, 2017 (or such later date to which the Closing Date is mutually extended to in writing by the parties); provided, that if the Closing shall not have occurred by such date due to a material breach of this Agreement by a party, then such party may not terminate this Agreement under this Section 8.1(d); and

(e) In the event that a Sale Approval Order is entered which authorizes an Alternative Transaction, unless such Order approves the Purchaser as the Back-Up Bidder, in which case the termination of this Agreement would be effective upon the closing of the Alternative Transaction.

8.2 ***Effect of Termination***. Except as otherwise set forth herein, if any party terminates this Agreement pursuant to Section 8.1, all rights and obligations of the parties hereunder shall terminate and neither party shall have any liability to the other (except that nothing herein shall affect or impair any liability for damages that may result from the party then in breach). In the event that this Agreement is terminated for any reason, the full amount of the initial Deposit shall be promptly returned to the Purchaser.

9. **Additional Terms.**

9.1 ***Expenses***. Except for the Termination Fee, the parties shall bear all costs and expenses (including without limitation legal fees and expenses) that they may incur in connection with the negotiation, preparation, execution and delivery of this Agreement, and any other documents contemplated hereby. The Seller shall pay any and all sales, use, excise or other taxes or charges applicable to the transactions contemplated by this Agreement.

9.2 ***Notices***. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given when delivered by hand, one day after transmittal by an internationally recognized overnight courier service, or three days after being sent by registered or certified mail, return receipt requested, postage prepaid, in each case addressed as follows:

If intended for Seller: c/o David Stein
278 6th Street, Apt. 3-B
Brooklyn, New York 11215

with a copy of any
notice to the Seller: Erica R. Aisner, Esq.
DelBello Donnellan Weingarten
Wise and Wiederkehr, LLP
One North Lexington Avenue, 11th Floor
White Plains, NY 10601

If intended for Purchaser: DGI Ventures, Inc.
c/o Dean Foods Company
Attn: General Counsel
2711 N. Haskell Ave, Ste 3400
Dallas, TX 75204

with a copy of any
notice to Purchaser to: Liz Boydston
Norton Rose Fulbright US LLP
2200 Ross Avenue, Suite 3600
Dallas, TX 75201

or to such other address as either party may designate from time to time by written notice in the manner set forth above.

9.3 ***Entire Agreement***. This Agreement (including the schedules and exhibits hereto), together with all other Operative Documents executed by the parties, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior memoranda, correspondence, conversations and negotiations.

9.4 ***Counterparts***. This Agreement may be executed in any number of counterparts and, as so executed, shall constitute one agreement binding on all the parties hereto, notwithstanding that the parties may not have executed the same counterpart. Facsimile transmissions, or electronic transmissions in .pdf format, of any executed original document and/or retransmission of any executed facsimile or .pdf transmission shall be deemed to be the same as the delivery of an executed original.

9.5 ***Succession and Assignment***. This Agreement shall be binding upon and inure to the benefit of the parties named herein and their respective heirs, successors and permitted assigns. No party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other party.

9.6 ***Headings***. The headings of the sections of this Agreement have been assigned for convenience only and shall not be construed as limiting, defining or affecting the substantive terms of this Agreement.

9.7 ***Amendments***. This Agreement may be amended or waived only by a writing executed by the parties hereto. No waiver of any breach of this Agreement shall be deemed to be a waiver of any subsequent breach of a similar or like nature.

9.8 ***Construction***. The parties intend that each representation, warranty and covenant contained herein shall have independent significance. If any party has breached any representation, warranty or covenant contained herein in any respect, the fact that there exists another representation, warranty or covenant relating to the same subject matter (regardless of the relative levels of specificity) which the party has not breached shall not detract from or mitigate the fact that the party is in breach of the first representation, warranty or covenant.

9.9 ***Severability***. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9.10 ***Further Assurances***. Each of the parties hereto, both before and after the Closing, shall take such further actions and execute such additional documents as may be necessary or reasonably requested from time to time by the other party to consummate the transactions contemplated hereby.

9.11 ***Jurisdiction and Venue.*** In the event of a dispute hereunder, the parties agree to submit to the exclusive jurisdiction of the United States Bankruptcy Court, Eastern District of New York (Brooklyn Division) for the resolution thereof, until such time as the Bankruptcy Case is closed. Following such closure, the parties agree to submit to the jurisdiction of the Federal and State Courts of the State of New York.

9.12 ***Governing Law.*** This Agreement shall be governed by and construed according to the laws of the State of New York.

IN WITNESS, WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

THE FRESH ICE CREAM COMPANY, LLC
Seller

By: ______________________________
David Stein, Manager

DGI VENTURES, INC.
Purchaser

By: Edwin Hinson
Edwin Hinson
VP, General Manager – Ice Cream

IN WITNESS, WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

THE FRESH ICE CREAM COMPANY, LLC
Seller

By: ______________________________
David Stein, Manager

DGI VENTURES, INC.
Purchaser

By:____________________________
Edwin Hinson
VP, General Manager – Ice Cream

Schedules to Asset Purchase Agreement

Schedule 1.1(i) – Inventory

The following quantities and costs are estimated based on and qualified by: (a) reporting by Hanson Logistics of finished goods as "Available Inventory" held at Hobart, IN; (b) stocks of ingredient and packaging inventories stored in 2016 at third party premises. All inventories are subject to physical inspection by Purchaser.

Type	Description	Location	Case/Pack	Quantity	Unit Cost	Extended Cost
Finished Goods	Small Batch Bourbon Vanilla Ice Cream	Hobart, IN	6-pints	903	8.8752	8,014.31
Finished Goods	Salty Caramel Ice Cream	Hobart, IN	6-pints	2,152	9.0063	19,381.56
Finished Goods	Southern Banana Pudding Ice Cream	Hobart, IN	6-pints	4,351	9.6669	42,060.68
Finished Goods	Brooklyn Blackout Cake	Hobart, IN	6-pints	56	9.8562	551.95
Finished Goods	Whoopie Pies & Sweet Cream Ice Cream	Hobart, IN	6-pints	1,270	10.7754	13,684.76
Finished Goods	Manhattan Cherry Chip Ice Cream	Hobart, IN	6-pints	256	10.1525	2,599.04
Finished Goods	Thai Peanut Butter Pretzel Ice Cream	Hobart, IN	6-pints	9	12.0000	108.00
Finished Goods	Burnt Sugar Vanilla DF	Hobart, IN	6-pints	618	9.4834	5,860.74
Finished Goods	Speculoos Cookie Butter DF	Hobart, IN	6-pints	1,882	9.4459	17,777.18
Finished Goods	Wildflower Honey Pistachio DF	Hobart, IN	6-pints	809	12.3120	9,960.41
Subtotal						119,998.63
Ingredient	Coconut Cream	W. Hartford, CT	LBS	1,440	1.5200	2,188.80
Ingredient	Pea Protein	W. Hartford, CT	LBS	572	2.7499	1,572.94
Ingredient	Locust Bean Gum	W. Hartford, CT	LBS	35	5.3081	185.78
Ingredient	DF Cookie Dough	Manchester, CT	LBS	2,300	3.0000	6,900.00
Ingredient	Blackberry Jam	Manchester, CT	LBS	1,000	3.0000	3,000.00
Ingredient	Vanilla Cookie Crumble	Manchester, CT	LBS	600	4.0000	2,400.00
Subtotal						16,247.52
Packaging	Blackberry Crumble Pint Cup	Manchester, CT	EACH	3,960	0.12193	482.84
Packaging	Blackberry Crumble Pint Lid	Manchester, CT	EACH	3,960	0.08535	337.99
Packaging	Mint Cacao Chip DF Pint Cup	Manchester, CT	EACH	5,940	0.12193	724.26
Packaging	Mint Cacao Chip DF Pint Lid	Manchester, CT	EACH	5,940	0.08535	506.98
Packaging	Choc Chip Cookie Dough DF Pint Cup	Manchester, CT	EACH	5,940	0.12193	724.26
Packaging	Choc Chip Cookie Dough DF Pint Lid	Manchester, CT	EACH	5,940	0.08535	506.98
Subtotal						3,283.31
TOTAL						139,529.46

Schedule 1.1(ii) – Equipment

The following equipment is located at Royal Ice Cream (Manchester, CT):

1. One (1) Taylor Batch Freezer
2. Assorted small wares
3. End of list

Schedule 1.1(iii) – Customers

1. Current and historical customer lists provided in hard copy
2. End of list

Schedule 1.1(iv) – Operating Contracts

None

Schedule 1.1 (v) – Intellectual Property

1. Product formulae for the following flavors (provided in hard copy)
    a. Chocolate Salty Caramel
    b. Burnt Sugar Vanilla
    c. Cold Brewed Cinnamon Coffee
    d. Blueberry Lemon Icebox Cake
    e. S'MORES
    f. Speculoos Cookie Butter
    g. Wildflower Honey Pistachio
    h. Salty Caramel
    i. Brooklyn Blackout Cake
    j. Small Batch Bourbon Vanilla
    k. Southern Banana Pudding
    l. Mexican Chili Chocolate
    m. Blackberry Crumble
    n. Whoopie Pies & Sweet Cream
    o. Salty Caramel
    p. Malty Toffee Pretzel
    q. Pistachio Fig Jam
    r. S'MORES with Vegan Marshmallow & Gluten Free Graham Crackers
    s. Cinnamon Coffee
2. Trade dress (artwork provided in digital copy)
3. Domain names:
    a. www.stevesicecream.com
    b. www.craftcollective.com

4. Trademarks
    a. US PTO Registration No. 1158272
    b. US PTO Registration No. 3861345
    c. US PTO Registration No. 4084176
    d. US PTO Registration No. 4372734

Schedule 1.1(vi) – Purchase Orders

The following purchase orders have been received and not shipped; all are subject to cancellation or acceptance of delivery appointment by the respective customer prior to shipment.

Customer	PO Number	PO Date	PO Gross Dollar Amount
DPI – Tualatin, OR	408439	3/27/17	1,296.00
KeHE – Aurora, CO	2560069	3/14/17	6,868.41
KeHE – Bloomington, IN	2549510	3/14/17	3,659.47
KeHE – Chino, CA	2537694	3/13/17	7,595.53
DPI – Tualatin, OR	405324	3/13/17	1,296.00
KeHE – Dallas, TX	2553394	3/07/17	6,808.32
KeHE – Portland, OR	2547280	2/28/17	2,978.64
DPI – Tualatin, OR	399046	2/13/17	
UNFI – Moreno Valley, CA	446185690	2/09/17	6,808.32
KeHE – Stockton, CA	2498312	1/31/17	7,233.84
KeHE – Aurora, CO	2517868	1/25/17	6,846.50

UNFI – Greenwood, IN	3833278	1/23/17	2,160.00
KeHE – Bloomington, IN	2513509	1/19/17	5,191.34
KeHE – Stockton, CA	2512460	1/18/17	6,808.32
UNFI – Sarasota, FL	3825956	1/16/17	1,944.00
Wakefern	715466		6,912.00
Wakefern	714495		7,128.00
KeHE – Flower Mound, TX	2482887	1/09/17	2,021.22

Schedule 1.2(vi) – Excluded Operating Contracts

Manufacturing Agreement for Steve's Ice Cream, dated February 29, 2016, between The Fresh Ice Cream Company LLC and Schoep's Ice Cream Company Inc.